

SERIAL 05131 S

NURSERY AND LANDSCAPE MAINTENANCE PRODUCTS

DATE OF LAST REVISION: May 17, 2006

CONTRACT END DATE: May 31, 2009

CONTRACT PERIOD THROUGH MAY 31, 2009

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **NURSERY AND LANDSCAPE MAINTENANCE PRODUCTS**
[NIGP 59540]

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **May 17, 2006**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

CH/mm
Attach

Copy to: Clerk of the Board
Steve Rubin, Inspector, Flood Control
Jim Baker, MCDOT
Kathy Sicard, Materials Management

(Please remove Serial 00031-SC from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR: **NURSERY AND LANDSCAPE MAINTENANCE PRODUCTS [NIGP 59540]**

1.0 INTENT:

The intent of this Solicitation is to establish a Contract for the products and/or services defined herein.. Multiple awards will be made. **MARICOPA COUNTY RESERVES THE RIGHT TO ADD VENDORS TO THIS AGREEMENT OVER ITS TERM TO ENSURE ADEQUATE COMPETITION. ANY VENDORS SUBSEQUENTLY ADDED SHALL COMPLY FULLY WITH THE PROVISIONS OF THIS AGREEMENT.** Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management.

Vendors shall comply fully with all conditions of this solicitation, for inclusion on the listing of qualified vendors. At the time a requirement is identified a request for quotation (RFQ) will be provided to all vendors on the listing of qualified vendors.

Participants should understand that all sections of the contract are applicable to this solicitation and that all requests for quotation (RFQ) (from qualified supplier listing) and all vendor responses to those requests for quotation are subject to the same provisions.

2.0 TECHNICAL SPECIFICATIONS:

2.1 Contractor(s) shall be a local distributor of the following product line(s):

- 2.1.1 Nursery Stock (trees/plants)
- 2.1.2 Fertilizers and Soil Amendments
- 2.1.3 Herbicides
- 2.1.4 Insecticides
- 2.1.5 Pesticides

Contractors are not required to bid all product line(s).

2.2 **USAGE REPORT:**

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.3 **DELIVERY:**

Delivery is required F.O.B. Destination, freight pre-paid within seven (7) days of receipt of Purchase Order, to any delivery location within Maricopa County as specified by the County. Contractor shall indicate on Pricing Documentation (Attachment A) any additional freight or handling charges that would be associated with special shipping and/or handling delivery.

2.4 **EXPEDITED DELIVERY:**

If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency via fax or other reasonable means.

The Using Agency shall not advise the Contractor to proceed with shipment until acceptable terms are negotiated and a purchase order is issued. Upon determining that the additional costs are reasonable and proper, the Using Agency shall advise the Contractor to proceed.

Upon receipt of material and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed those costs stated in the Contract. The Using Agency shall retain all documents related to these costs within the agency purchase order file, for audit purposes.

2.5 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- (1) Name and address of the Contractor;
- (2) Name and address of the County Agency;
- (3) County purchase order number;
- (4) A description of material shipped, including item number, quantity, number of containers and package number, if applicable.

2.6 STOCK:

The Contractor shall be expected to stock locally sufficient quantities as may be necessary to meet the County's needs.

2.7 PRODUCT DISCONTINUANCE:

In the event that a manufacturer discontinues a product and/or model, the County may allow the successful Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new product or model, it shall provide the following to the County:

- 2.7.1 Documentation from the manufacturer that the product or model has been discontinued.
- 2.7.2 Documentation that names the replacement product or model.
- 2.7.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all Specifications required by the original Invitation for Bids.
- 2.7.4 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- 2.7.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

Product discontinuance applies only to those items specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 ESCALATION:

Any request for reasonable price adjustments must be submitted thirty (30) days prior to the Contract Anniversary date. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and must be within the Producer Price Index for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

3.4 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

- 3.4.1 Compliance with specifications
- 3.4.2 Price
- 3.4.3 Determination of responsibility
- 3.4.4 Previous performance under a County contract

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.5 ORDERING AUTHORITY:

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a CAPA (Certified Agency Procurement Aid).

3.6 INDEMNIFICATION AND INSURANCE:

3.6.1 INDEMNIFICATION.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.6.2 Insurance Requirements.

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

CONTRACTOR'S insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**,

at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

COUNTY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

3.6.2.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

3.6.2.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

3.6.2.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

CONTRACTOR waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

3.6.3 Certificates of Insurance.

3.6.3.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

3.6.3.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.7 **PROCUREMENT CARD ORDERING CAPABILITY:**

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.8 **INTERNET ORDERING CAPABILITY:**

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.9 **INQUIRIES AND NOTICES:**

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

CHARLES HINEGARDNER, PROCUREMENT CONSULTANT, 602-506-6476
(chinegar@mail.maricopa.gov)

Technical inquiries shall be addressed to:

STEVE RUBIN, INSPECTOR – FLOOD CONTROL DISTRICT, 602-506-4873

JIM BAKER, MCDOT, 602-506-4054

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.10 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.11 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Respondents are to provide two (2) copies of ATTACHMENT A, B, and C D, and a signed ADDENDA Face Page of the Solicitation (if applicable). ATTACHMENT B must bear original signatures. ATTACHMENTS A (Pricing) and D must also be on a CD in an Excel format. Respondents are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **A corporate official who has been authorized to make such commitments must sign bids.**

3.12 MARICOPA COUNTY VENDOR REGISTRATION

Each Vendor shall register online following the procedures identified in EXHIBIT 1 – VENDOR REGISTRATION PROCEDURES. Upon completion of registration a ten (10) character Identification Number, beginning with the letter “W” followed will be assigned. This Identification Number shall be included in ATTACHMENT A (Pricing) where indicated. Bids submitted without this number may be deemed non-responsive and not considered for award.

3.13 CONTRACTOR REVIEW OF DOCUMENTS:

The following information shall be submitted as part of the Response. Failure to provide all the required submittals will cause the bid to be considered non-responsive:

3.12.1 Two copies of the following:

- 3.13.1.1 Attachment A - Pricing
- 3.13.1.2 Attachments B - Agreement Page (with original signatures)
- 3.13.1.3 Attachment C – References
- 3.13.1.4 Attachment D - Price Analysis
- 3.13.1.5 Signed ADDENDA Face Page of Solicitation (if applicable)

3.13.2 One copy of Attachments A – Pricing, and D – Price Analysis on a CD formatted in EXCEL

MOUNTAIN STATES WHLSE NURSERY, PO BOX 2500, LITCHFIELD PARK, AZ 85340-2500

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? ☐ YES ☒ NO

INTERNET ORDERING CAPABILITY: ☐ YES ☒ NO ☐ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☐ YES ☒ NO

1.0 PRICING

1.00 NURSERY STOCK: TREES/PLANTS

	<u>COMMON NAME</u>	<u>BOTANICAL NAME</u>	<u>PRICE</u> <u>1-Gallon</u>	<u>PRICE</u> <u>5-Gallon</u>	<u>PRICE</u> <u>15-Gallon</u>
1.01	Blue Palo Verde	Cercidium Floridum	<u>\$2.70 /ea</u>	<u>\$9.00 /ea</u>	<u>\$31.50 /ea</u>
1.02	Desert Willow	Chilopsis Linearis	<u>\$2.70 /ea</u>	<u>\$7.20 /ea</u>	<u>\$31.50 /ea</u>
1.03	Trailing Lantana	Lantana Montevidensis	<u>\$1.80 /ea</u>	<u>\$6.30 /ea</u>	<u>N/a</u>
1.04	Texas Sage "Green Cloud"	Leucophyllum	<u>\$2.70 /ea</u>	<u>\$7.20 /ea</u>	<u>\$36.00 /ea</u>
1.06	Oleander (dwarf)	Nerium Oleander "Petite Pink"	<u>\$1.80 /ea</u>	<u>\$6.30 /ea</u>	<u>N/a</u>
1.08	Rosemary	Rosemarinus Officinalis	<u>\$2.02 /ea</u>	<u>\$6.30 /ea</u>	<u>n/a</u>
1.10	Fairy Duster	Calliandra Eriphylla	<u>\$2.25 /ea</u>	<u>\$7.20 /ea</u>	<u>n/a</u>
1.11	Sonoran Palo Verde	Ceradium Praecox	<u>n/a</u>	<u>\$9.00 /ea</u>	<u>\$31.50 /ea</u>
1.13	Texas Ebony	Pithocellubium Flexicaule	<u>n/a</u>	<u>\$9.00 /ea</u>	<u>\$31.50 /ea</u>
1.14	Red Bird of Paradise	Caesalpinia Gilliesii	<u>\$2.25/ea</u>	<u>\$7.20 /ea</u>	<u>\$31.50 /ea</u>
1.15	Trailing Indigo Bush	Dalea Greggii	<u>\$2.25 /ea</u>	<u>\$8.20 /ea</u>	<u>n/a</u>
1.16	Red Yucca	Hesperaloe Parviflora	<u>\$2.70 /ea</u>	<u>\$7.20 /ea</u>	<u>\$40.50 /ea</u>
1.20	Texas Mountain Laurel	Sophora Secundiflora	<u>n/a</u>	<u>\$9.00 /ea</u>	<u>\$36.00 /ea</u>
1.23	Prostrate Acacia	Acacia Redolens	<u>\$2.25 /ea</u>	<u>\$8.20 /ea</u>	<u>n/a</u>
1.25	Desert/Green Cassia	Cassia Nemophila	<u>\$2.02 /ea</u>	<u>\$6.30/ea</u>	<u>n/a</u>
1.26	Per Cent Discount off Any Listed Above	Grow Stock Not	<u>10%</u>	<u>10%</u>	<u>10%</u>

MOUNTAIN STATES WHLSE NURSERY, PO BOX 2500, LITCHFIELD PARK, AZ 85340-2500

PRICING SHEET: C873001/B0605388/NIGP 59540

Terms:	NET 30
Vendor Number:	W000003445 X
Telephone Number:	623/247-8509
Fax Number:	623/247-6354
Contact Person:	Bart Worthington
E-mail Address:	jean@mswn.com
Company Web Site:	www.mswn.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending May 31, 2009.

SUNRISE TREE FARM, 22439 N. 163RD AVENUE, SURPRISE, AZ 85387

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? ☒ YES ☐ NO

INTERNET ORDERING CAPABILITY: ☒ YES ☐ NO % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

1.0 PRICING

1.00 NURSERY STOCK: TREES/PLANTS

			PRICE	PRICE	PRICE
	<u>COMMON NAME</u>	<u>BOTANICAL NAME</u>	<u>1-Gallon</u>	<u>5-Gallon</u>	<u>15-Gallon</u>
1.01	Blue Palo Verde	Cercidium Floridum	<u>n/a</u>	<u>\$8.00 /ea</u>	<u>\$30.00 /ea</u>
1.02	Desert Willow	Chilopsis Linearis	<u>n/a</u>	<u>\$8.00 /ea</u>	<u>\$30.00 /ea</u>
1.03	Trailing Lantana	Lantana Montevidensis	<u>\$1.75 /ea</u>	<u>\$6.00 /ea</u>	<u>\$28.00 /ea</u>
1.04	Texas Sage "Green Cloud"	Leucophyllum	<u>\$1.75 /ea</u>	<u>\$6.00 /ea</u>	<u>\$28.00 /ea</u>
1.05	Feather Bush	Lysiloma Thornberi	<u>n/a</u>	<u>\$8.00 /ea</u>	<u>\$30.00 /ea</u>
1.06	Oleander (dwarf)	Nerium Oleander "Petite Pink"	<u>\$1.75 /ea</u>	<u>\$6.00 /ea</u>	<u>\$28.00 /ea</u>
1.07	Mondale Pine	Pinus Elderica	<u>n/a</u>	<u>\$8.00 /ea</u>	<u>\$30.00 /ea</u>
1.08	Rosemary	Rosemarinus Officinalis	<u>\$1.75 /ea</u>	<u>\$6.00 /ea</u>	<u>\$28.00 /ea</u>
1.09	Myoporum	Myoporum Parvifolium	<u>\$1.75 /ea</u>	<u>\$6.00 /ea</u>	<u>n/a</u>
1.10	Fairy Duster	Calliandra Eriphylla	<u>\$1.75 /ea</u>	<u>\$6.00 /ea</u>	<u>n/a</u>
1.11	Sonoran Palo Verde	Ceradium Praecox	<u>n/a</u>	<u>\$8.00 /ea</u>	<u>\$30.00 /ea</u>
1.12	Chilian Mesquite	Prosopis Chilensis	<u>n/a</u>	<u>\$8.00 /ea</u>	<u>\$30.00 /ea</u>
1.13	Texas Ebony	Pithocellubium Flexicaule	<u>n/a</u>	<u>\$9.00 /ea</u>	<u>\$35.00 /ea</u>
1.14	Red Bird of Paradise	Caesalpinia Gilliesii	<u>\$1.75 /ea</u>	<u>\$6.00 /ea</u>	<u>\$28.00 /ea</u>
1.15	Trailing Indigo Bush	Dalea Greggii	<u>\$1.75 /ea</u>	<u>\$6.00 /ea</u>	<u>n/a</u>
1.16	Red Yucca	Hesperaloe Parviflora	<u>n/a</u>	<u>\$6.00 /ea</u>	<u>\$28.00 /ea</u>
1.17	Indian Fig	Ficus Nitida	<u>n/a</u>	<u>\$8.00 /ea</u>	<u>\$35.00 /ea</u>

SUNRISE TREE FARM, 22439 N. 163RD AVENUE, SURPRISE, AZ 85387

1.18	Shamel Ash	Fraxinus Uhdei	<u>n/a</u>	<u>\$8.00</u> /ea	<u>\$35.00</u> /ea
1.19	Mexican Fan Palm	Washingtonia Robusta	<u>n/a</u>	<u>\$12.50</u> /ea	<u>\$40.00</u> /ea
1.20	Texas Mountain Laurel	Sophora Secundiflora	<u>n/a</u>	<u>\$9.00</u> /ea	<u>n/a</u>
1.21	Brazilian Pepper	Schinus Terebinthifolius	<u>n/a</u>	<u>\$8.00</u> /ea	<u>\$30.00</u> /ea
1.22	Evergreen Elm	Ulmus Parvifolia	<u>n/a</u>	<u>\$8.00</u> /ea	<u>\$30.00</u> /ea
1.23	Prostrate Acacia	Acacia Redolens	<u>\$1.75</u> /ea	<u>\$6.00</u> /ea	<u>n/a</u>
1.25	Desert/Green Cassia	Cassia Nemophila	<u>\$1.75</u> /ea	<u>\$6.00</u> /ea	<u>\$28.00</u> /ea

PRICING SHEET: C873001/B0605388/NIGP 59540

Terms: NET 30
 Vendor Number: W000007123 X
 Telephone Number: 623/556-0820
 Fax Number: 623/556-0829
 Contact Person: Saul Carrana
 E-mail Address: oaguirre@sunrisetreefarm.com
 Company Web Site: www.sunrisetreefarm.com
 Certificates of Insurance Required
 Contract Period: To cover the period ending **May 31, 2009.**

TARGET SPECIALTY PRODUCTS, 1059 W. GENEVA DRIVE, TEMPE, AZ 85282

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? ☒ YES ☐ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

2.0 PRICING

2.00 LANDSCAPE PRODUCTS

2.00 BLANKET ORDER PRICING

	MANUFACTURER	CATALOG <u>DESIGNATION</u>	CATALOG <u>DATE</u>	LIST MINUS <u>% DISCOUNT</u>
2.01	Abbott Laboratories			10%
2.02	Agrevo Environmental			10%
2.03	American Cyanamid			10%
2.04	Applied Biochemists			10%
2.05	Aventis			10%
2.06	BASF			10%
2.07	Bayer Environmental			10%
2.08	BeckerUnderwood			10%
2.09	Best Simplot			10%
2.10	Bonide Products, Inc.			10%
2.11	Cheminova			10%
2.12	Ciba-Geigy			10%
2.13	Dow AgroSciences			10%
2.14	Dowelanco			10%
2.15	Fords Chemical			10%
2.16	Griffin Corporation			10%
2.17	Growmore			10%
2.18	Helena			10%
2.19	Henkel Corporation			10%
2.20	JT Eaton			10%
2.21	Lesco			10%
2.22	Loveland Industries			10%
2.23	Midland Fumigant Co.			10%
2.24	Miles Inc. Specialty Products			10%
2.25	Milliken Chemical			10%
2.26	Monsanto			10%
2.27	Monterey Chemical			10%
2.28	Ortho			10%
2.29	Pestcon			10%
2.30	Platte Chemical			10%
2.31	Precision Labs			10%
2.32	Pretiss			10%
2.33	PureGro			10%
2.34	Riverdale			10%
2.35	Rodetrol			10%

TARGET SPECIALTY PRODUCTS, 1059 W. GENEVA DRIVE, TEMPE, AZ 85282

2.36	S. C. Johnson			10%
2.37	Solo Sprayers			10%
2.38	Speckoz			10%
2.39	Sta-Put			10%
2.40	Syngenta			10%
2.14	Target			10%
2.42	United Phosphorus Inc.			10%
2.43	Valent BioSciences			10%
2.44	Waterbury			10%
2.45	Westmark			10%
2.46	Whitmire-Microgen			10%
2.47	Wilco Distributors			10%
2.48	Zeneca			10%
2.49	Zoecon			10%

PRICING SHEET: C873001/B0605388/NIGP 59540

Terms: NET 30
 Vendor Number: W000003569 X
 Telephone Number: 800/352-5548
 Fax Number: 480/517-0766
 Contact Person: Melinda Medina
 E-mail Address: Melind.Medina@target-specialty.com
 Company Web Site: www.target-specialty.com
 Certificates of Insurance Required
 Contract Period: To cover the period ending **May 31, 2009.**

UAP TIMBERLAND LLC, 201 SOUTH MCKEMY, CHANDLER, AZ 85226

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? ☒ YES ☐ NO

INTERNET ORDERING CAPABILITY: ☒ YES ☐ NO ☐ N/A ☐ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

2.0 PRICING

2.00 LANDSCAPE PRODUCTS

	MANUFACTURER	CATALOG DESIGNATION	CATALOG DATE	LIST MINUS % DISCOUNT
2.01	Abbott Laboratories	2006 List	10/15/2005	Cost +10%
2.04	Applied Biochemists	2006	10/10/2005	Cost +10%
2.06	BASF	2006	01/01/2006	Cost +10%
2.07	Bayer Environmental			
2.08	BeckerUnderwood	2006	10/17/2005	Cost +10%
2.13	Dow AgroSciences	2006	01/01/2006	Cost +10%
	Loveland Industries			
2.22	Products	2006	11/10/2005	Cost +15%
2.25	Milliken Chemical	2006	11/01/2005	Cost +10%
2.26	Monsanto	2006	01/05/2006	Cost +5%
2.27	Monterey Chemical	2006	01/05/2006	Cost +10%
2.30	Platte Chemical	2006	12/15/2005	Cost +10%
2.40	Syngenta	2006	11/01/2004	Cost +10%
2.43	Valent BioSciences	2006	11/15/2004	Cost +10%

OTHERS:

Nufarm Am.	2006	01/24/2006	Cost +10%
Alligare	2006	01/25/2006	Cost +10%
Cerex Agri	2006	01/01/2006	Cost +10%
SSI Maxim	2006	01/01/2006	Cost +10%
SePro	2006	10/01/2005	Cost +10%
Dupont	2006	10/30/2005	Cost +10%
PBI Gordon	2006	11/20/2005	Cost +10%

UAP TIMBERLAND LLC, 201 SOUTH MCKEMY, CHANDLER, AZ 85226

PRICING SHEET: C873001/B0605388/NIGP 59540

Terms:	NET 30
Vendor Number:	W000006867 X
Telephone Number:	480/592-9102
Fax Number:	480/592-9902
Contact Person:	Barry Wallace
E-mail Address:	bkwallace1a@msn.com
Company Web Site:	www.uaptimberland.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending May 31, 2009.